

SECTION E

INSPECTION AND ACCEPTANCE

E.1 GENERAL

The following paragraphs shall be applicable to all task orders issued under this contract. Additional inspection and acceptance requirements may be specified in each task order.

E.2 PLACE OF INSPECTION AND ACCEPTANCE

- a. Inspection and acceptance of all work performance, reports and other deliverables under this contract shall be performed at the place of delivery.
- b. The FAR clauses specified in paragraph E.9 are applicable to work sites specified in individual task orders.

E.3 SCOPE OF INSPECTION

- a. All deliverables will be inspected for content, completeness, accuracy and conformance to task order requirements by the COR, ITM/COTR or CR. Inspection may include validation of information or software through the use of automated tools and/or testing of the deliverables, as specified in the task order . The scope and nature of this testing must be negotiated prior to task order award and will be sufficiently comprehensive to ensure the completeness, quality and adequacy of all deliverables.
- b. The government requires a period not to exceed thirty (30) days after receipt of final deliverable items for inspection and acceptance or rejection unless otherwise specified in the task order.
- c. Computer software delivered under the contract must perform satisfactorily from acceptance date for 13 months. If defects are discovered and identified within this period by the Government, the contractor shall correct them within 14 calendar days of written notification at their own expense. If the defects continue to exist after this 14 day period, corrective actions and remedies shall be taken as authorized under the clauses incorporated by reference in Section E and Section I. Anomalies within commercial off-the-shelf software products approved by the Government for use on a task order are excluded from this software performance provision.
- d. The contractor warrants against latent defects for a period of two (2) years all analyses, designs, plans and specifications delivered under this contract.

e. The contractor shall not be responsible for the correction of any defects in Government property unless the contractor performs, or is obligated to perform, any modifications or other work on such property. In that event, the contractor shall be responsible for correction of defects that result from the work.

E.4 BASIS OF ACCEPTANCE

a. The basis for acceptance shall be compliance with the requirements set forth in the statement of work, the task order, the contractor's proposal and other terms and conditions of this contract. Deliverable items rejected under any resulting task order shall be corrected in accordance with the applicable clauses.

b. Commercial and non-developmental hardware items, software items, pre-packaged solutions, and maintenance and support solutions will be accepted within 30 days of delivery when performance is in accordance with delivery requirements.

c. Custom services and cost reimbursable items such as travel and ODCs will be accepted upon receipt of proper documentation as specified in the task order . If custom services are provided as part of a FFP task order, acceptance will be as specified for the milestone with which they are associated. If custom services are for software development, the final acceptance of the software program will occur when all discrepancies, errors or other deficiencies identified in writing by the government have been resolved, either through documentation updates, program correction, or other mutually agreeable methods.

d. Reports, documents and narrative type deliverables will be accepted when all discrepancies, errors or other deficiencies identified in writing by the government have been corrected.

E.5 INITIAL DELIVERABLES

Should initial deliverables be required by a task order the following procedures will apply:

a. The government will provide written acceptance, comments and/or change requests, if any, within fifteen (15) working days from receipt by the Government of the initial deliverable.

b. Upon receipt of the Government comments, the contractor shall have fifteen working days to incorporate the government's comments and/or change requests and to resubmit the deliverable in its final form.

c. If written acceptance, comments and/or change requests are not issued by the Government within 30 calendar days of submission, the draft deliverable shall be deemed acceptable as written and the contractor may proceed with the submission of the final deliverable product.

E.6 ACCESS TO RECORDS AND DATA

The Government reserves the right to inspect without further notice, such records and data of the contractor as pertain to orders under this contract. Willful failure or refusal to furnish the required reports, or falsification thereof, shall constitute sufficient cause for terminating the contract for default under FAR 52.249-8, Default (Fixed-Price Supply and Service) or 52.249-6, Termination for Default or for Convenience of the Government (Cost- Reimbursement Contract).

E.7 WRITTEN ACCEPTANCE/REJECTION BY THE GOVERNMENT

The Government shall provide written notification of acceptance or rejection of all final deliverables within 30 days. If a longer acceptance period is specified in the task order, final acceptance shall be 30 days after the period specified. Absent written notification, final deliverables will be construed as accepted. All notifications of rejection will be accompanied with an explanation of the specific deficiencies causing the rejection.

E.8 NON-CONFORMING PRODUCTS OR SERVICES

Non-conforming products or services will be rejected. Unless otherwise agreed by the parties, deficiencies will be corrected within 30 days of the rejection notice. If the deficiencies cannot be corrected within 30 days, the contractor will immediately notify the ACO of the reason for the delay and provide a proposed corrective action plan within 10 working days.

E.9 CLAUSES INCORPORATED BY REFERENCE

The following contract clauses pertinent to this section are hereby incorporated by reference in accordance with the FAR clause at "52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)" in Section I of this contract:

FAR

<u>NUMBER</u>	<u>TITLE</u>	<u>DATE</u>
52.246-2	Inspection of Supplies - Fixed Price	AUG 1996
52.246-3	Inspection of Supplies - Cost Reimbursement	APR 1984
52.246-4	Inspection of Services - Fixed Price	AUG 1996
52.246-5	Inspection of Services - Cost Reimbursement	APR 1984
52.246-6	Inspection - Time and Material and Labor Hour	JAN 1986
52.246-16	Responsibility for Supplies	APR 1984